

EXHIBIT C

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Assignment and Bill of Sale

From: VAR Technology Finance. ("Seller") To: US Bank ("Buyer")
Underlying Program Agreement between Seller and Buyer: Private Label Dealer Agreement (Title) May 20, 2008 (date)

Lease Information

Title of Lease:	MASTER EQUIPMENT LEASE	Lessee Name:	Sears Home & Business Franchise, Inc.
Date of Lease:	11/11/16	Lease #:	
Aggregate Amount of Unpaid Rentals: \$88,616.64		Amount of Residual: \$8,010.40	

1. Assignment and Sale. This Assignment and Bill of Sale (this "Assignment") is effective as of <<Today>> and is entered into in connection with the subject to the terms of the above-described Underlying Program Agreement (the "Agreement"). In consideration of the sum of \$84,633.06, the receipt of which is hereby acknowledged by Seller, Seller hereby sells, assigns, transfers and sets over unto Buyer, its successors and assigns, free and clear of all liens and other encumbrances, all of Seller's rights, title and interest in and to (but none of its obligations under or with respect to):
- (A) the above-described lease (including, without limitation, all purchase options, renewal rights and monies due or to become due thereunder), together with all invoices, certificates of Equipment delivery and acceptance, and all other documents relative thereto, and all of the proceeds thereof, (collectively referred to herein as the "Lease"); and
 - (B) all of the personal property leased, rented or otherwise provided under the Lease (together with all accessories, attachments, parts and repairs that have been or are, at any time, incorporated in or affixed to or used in connection therewith), and any personal property added thereto or substituted therefor.
2. Miscellaneous. Seller hereby warrants to Buyer, its successors and assigns, that all information set forth on this Assignment is true and correct. If any additional documents or actions are necessary or desirable to conclude this transaction, Seller will provide or assist Buyer in acquiring such documents and/or actions as Buyer may reasonably may request. Seller may not assign the Assignment (nor its obligations hereunder) without Buyer's written consent. This Assignment, together with the provisions of the Agreement, represents the entire agreement between the parties as to the subject matter hereof, and supersedes all prior oral and written negotiations, agreements and understandings. No modification or addition to this Assignment shall be effective unless it is in a writing signed by Buyer and Seller. A facsimile or other copy of this Assignment shall have the full force and effect of the original.

Seller: Shew Ashwood
By: Shew Ashwood
Print: Shew Ashwood
Its: Credit Adv. Specialist